



## Terms and Conditions

**LIMITED WARRANTY:** We warrant to our immediate customer and to the ultimate consumer that products of our manufacture will be free of defects in material and workmanship under normal use and service for the following time periods: when installed and maintained in accordance with our instructions. Pumps products: five (5) years after date of invoicing. As used herein, "the ultimate consumer" is defined as the purchaser who first uses the product after its initial installation or, in the case of product designed for non-permanent installation, the first owner who used the product. It is the purchaser's or any sub-vendee's obligation to make known to the ultimate consumer the terms and conditions of this warranty. This warranty gives you specific legal rights, and there may also be other rights which vary from province/state to province/state. In the event the product is covered by the Consumer Product Warranty (1) the duration of any implied warranty associated with the product by virtue of said law is limited to the same duration as stated herein, (2) this warranty is a LIMITED WARRANTY, and (3) no claims of any nature whatsoever shall be made against us, until the ultimate's consumer, his successor, or assigns, notifies us in writing of the defect, and delivers the product and/or defective part(s) freight prepaid to our factory or nearest authorized service station. **THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY AND ALL WARRANTIES WITH RESPECT TO ANY PRODUCT SHALL BE TO REPAIR AT OUR ELECTION, F.O.B. POINT OF MANUFACTURE OR AUTHORIZED PARTS REPAIR STATION, AND/OR PARTS AS PROVEN DEFECTIVE. THERE SHALL BE NO FURTHER LIABILITY, WHETHER BASED ON WARRANTY, NEGLIGENCE OR OTHERWISE.** Unless stated otherwise, guarantees in the nature of performance specifications furnished in addition to the fore-going material and workmanship, warranties on a product manufactured by us, if any are subject to laboratory tests corrected for field performance. Any additional guarantees, in the nature of performance specifications must be in writing and such writing must be signed by our authorized representative. Due to inaccuracies in field testing, if a conflict arises between the results of field testing conducted by or for user, and laboratory test corrected for field performance, the latter shall control. Components or accessories supplied by us but manufactured by others are warranted only to the extent of and by the terms and conditions of the original manufacturer's warranty. **RECOMMENDATION FOR SPECIAL APPLICATIONS OR THOSE RESULTING FROM SYSTEMS ANALYSIS AND EVALUATIONS WE CONDUCT WILL BE BASED ON OUR BEST AVAILABLE EXPERIENCE AND PUBLISHED INDUSTRY INFORMATION. SUCH RECOMMENDATIONS DO NOT CONSTITUTE A WARRANTY OF SATISFACTORY PERFORMANCE AND NO SUCH WARRANTY IS GIVEN.** This warranty shall NOT apply when damage is caused by (A) improper installation, (B) improper voltage (C) lightning (D) sand or other abrasive material (E) scale or corrosion build-up due to excessive chemical content (F) rupture of mechanical seals (G) premature wear. Any modification of the original equipment will also void the warranty. We will not be responsible for loss, damage or labor cost due to interruption of service caused by defective parts. Neither will we accept charges incurred by others without our prior written approval. This warranty is void if our inspection reveals the product was in a manner inconsistent with normal industry practice and/or our specific recommendations. The purchaser is responsible for communication of all necessary information regarding the application and use of the product. **UNDER NO CUMSTANCES WE WILL BE RESPONSIBLE FOR ANY OTHER DIRECT OR CONSIQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST INCOME, LABOUR CHARGES, DELAYS IN PRODUCTION, IDLE**



PRODUCTION, WHICH ARE DAMAGES CAUSED BY ANY DEFECTS IN MATERIAL AND/OR WORKMANSHIP AND/OR DELAYS IN SHIPMENT. THIS WARRANTY IS IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No rights extended under this warranty shall be assigned to any other person, whether by operation of law or otherwise, without our prior written approval. If any litigation is commenced between the parties hereto for the enforcement of any rights hereunder, the successful party in subject litigation shall be entitled to receive from the unsuccessful party all costs incurred in connection therewith, including a reasonable amount of attorney's fees. YOUR ACCEPTANCE OF ANY GOODS SUPPLIED BY US, OR ON OUR BEHALF, SHALL BE WITHOUT LIMITATION, CONSTITUTE ACCEPTANCE OF ALL THE TERMS AND CONDITIONS STATED ABOVE. PLEASE TAKE NOTE THAT THE WARRANTY IS ANNULLED ONCE AN INVOICE FROM FLO FAB INC REMAINS UNPAID 90 DAYS AFTER THE BILLING DATE.

Our acceptance of your order is expressly conditioned on the general terms and conditions set forth below and all terms stated on the face of this form. The contract shall not include any deviating or additional terms unless expressly agreed to in writing and signed by an officer of our company.

**PRICES:** All prices are subject to change without notice and all shipments will be invoiced at the price in effect at the time of shipment, except when otherwise agreed to in writing by our authorized representative. Published prices are for products of our standard design and construction and any item not covered by the most recent published price list must be referred to us for special pricing. Prices do not include freight. Weights shown in price lists are approximate shipping weights. The amount of any applicable present or future tax or other government charge upon the production, sale, shipment or use of goods ordered or sold is not in the price and will be added to billing unless you provide us with an appropriate exemption certificate.

**QUOTATION:** Prices quoted by us are valid for 30 days from date of quotation unless we have otherwise specified in writing. Clerical errors on quotations are subject to our correction and such errors will not be binding.

**CANCELLATION & REVISIONS:** No purchase orders accepted and acknowledged by us may be cancelled or revised by you except with our prior written consent and upon payment of reasonable cancellation charges compensating us for all costs incurred in work done and material purchased. We reserve the right to determine what constitutes reasonable cancellation charges.

**RETURN OF EQUIPMENT:** No equipment shall be returned to us without first obtaining a written Returned Goods Authorization and shipping instruction from us. The returner must prepay the charges in full for transportation to our factory. Credit allowed for new, undamaged equipment of current standard design will be 80% of the invoiced price or current billing price, whichever is less. Equipment which has been used, however slight, will not be accepted. Authorization will not be given for return of equipment, (1) which would, in our opinion, result in an excess in the amount of stock we normally carry, (2) not invoiced within the last 3 months, or (3) which is non-standard and manufactured specifically to a buyer's specifications. For non-standard equipment not of our manufacture, the only credit allowed will be such credit as may be allowed by the manufacturer of such equipment. Equipment must be returned within 30 days of the issuance of the Returned Goods Authorization. No item with a net value of less than \$50.00 will be authorized for return. Unauthorized returns may be refused and/or returned freight collect.

**CREDIT & PAYMENT:** Payment is due as noted on our invoice. Overdue accounts are subject to a service charge. All orders are subject to approval of our credit department and we may require full or partial payment in advance. Pro rata payments shall become due as shipments are made. If the shipments are delayed by you for any cause, payments shall become due from date on which we are prepared to make shipment and storage shall be your risk and expense. If manufacture is delayed by you for any cause, a partial payment based upon the proportion of the order completed shall become due from the date on which we are notified of the delay.

**SECURITY INTEREST:** We shall have a lien on all goods sold as security for payment on the invoice price, and upon request you shall provide and execute a financing statement showing such lien.

**DELIVERY:** We will reasonably make an effort to meet your delivery requirements provided on a timely basis, as well as all approvals, technical data, instructions and credit approval requirements, needed for release of the shipment. However, all delivery and/or shipment dates are estimates only unless we have expressly guaranteed delivery of such dates in writing at your specific request. In no event shall we have any liability if delivery is delayed by strikes, labor disturbances, material shortages, plant calamities or disaster, acts of God, government actions, civil disturbance, the failure of any pre-supposed condition of the contract, withholding shipments due to credit clearance, or other interferences beyond our reasonable control. The date of delivery shall then be extended for a period of time equal to the time lost because of any such reason.



**SHIPPING:** Unless you specify in writing and we acknowledge in writing, (A) goods will be boxed or crated as we may deem proper for protection against normal handling and for domestic shipment, (B) routing and manner of shipment will be at our discretion, and may be insured at your expense. An extra charge will be made for special handling. All shipments are F.O.B. point of manufacture. Delivery of goods to the initial carrier will constitute delivery to you and all goods will be shipped at your risk. A claim for loss or damage in transit must be entered with the carrier and prosecuted by you. Acceptance of material from a common carrier constitutes a waiver of any claims against us for delay, damage or loss.

**GOVERNING LAW:** It is understood and agreed that these Terms and Condition of Sale shall be interpreted under and pursuant to the laws of the Province of Quebec; you agree that any action at law which is related to any contract of sale brought against the company shall be filed in the appropriate court located in the Province of Quebec.

**SERVICING:** Travel expenses such as flight, hotel and meals are to be accommodated for each employer by purchaser in case of any required servicing on our products. Travel and service is to be done during normal business hours of 7 AM to 4 PM. If by any means overtime is required, there is a charge of \$185.00 per hour for each employer for site and travelling after hours. If upon arrival for servicing, the problem is found to be a system issue or caused by products provided by another supplier besides us, the purchaser will be obligated to pay the current labor rate of that year.

Marc Gauvreau  
President  
Flo Fab Inc.  
DATE

Local Representative for Service:

Yanick Kovacic  
service@flobab.com  
860 boul. Industriel, Bois-des-Fillion, Québec J6Z 4V7  
(438) 495-2995